

AGREEMENT FOR DESIGN SERVICES

Environmental Clearance and Rail Permitting Services for East Tabor/Tolena Safe Routes to Schools Sidewalk Gap Closure Project

THIS AGREEMENT, made and entered into as of Nov 16, 2017, by and between the CITY OF FAIRFIELD, a municipal corporation, hereinafter referred to as "CITY" and KASL CONSULTING ENGINEERS, INC. a hereinafter referred to as "CONSULTANT."

RECITALS

A. CITY desires to contract for certain consulting work necessary for environmental clearance and rail permitting of the East Tabor/Tolena Safe Routes to Schools Sidewalk Gap Closure Project, and for the purposes of this Agreement shall be called "PROJECT," and,

B. CONSULTANT is willing and qualified to undertake said consulting work;

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein set forth, the parties do hereby agree as follows:

AGREEMENT

I. DUTIES OF CONSULTANT

The CONSULTANT shall provide professional consulting services required for design and construction of the PROJECT as follows (collectively, "Consultant's Services"):

- A. Project Coordination. The CONSULTANT's primary contact with the CITY shall be the CITY's Project Manager (Caroline Vedder) or any other as designated by the City Engineer.
- B. Project Scope. The CONSULTANT shall provide the engineering design services in accordance with the Scope of Work attached hereto as Exhibit "A".

- C. CONSULTANT shall, at its sole cost and expense, furnish all facilities and equipment, which may be required for furnishing services pursuant to this Agreement.

II. DUTIES OF CITY

The CITY shall:

- A. Make available previous plans, reports, and all other data relative to the design of the PROJECT and full information as to the CITY's requirements, including title reports and condemnation guarantees as required.
- B. Review preliminary and final plans, specifications, estimates, and other documents presented by CONSULTANT and render decisions within a reasonable time, and give prompt notice to CONSULTANT at any time CITY observes or otherwise becomes aware of any error, omission, or defect in the PROJECT.
- C. Make all necessary provisions for CONSULTANT to enter upon public and private property as required in the performance of Consultant's Services under this Agreement.

III. MISCELLANEOUS PROVISIONS

- A. CONSULTANT shall not assign any rights or duties under this Agreement to a third party without the prior written consent of CITY.
- B. It is understood by and between the parties hereto that CONSULTANT, in the performance of this Agreement, shall act as, and be, an independent contractor and not an agent or employee of CITY. CITY shall have the right to control CONSULTANT only insofar as the results of CONSULTANT's Services rendered pursuant to this Agreement; however, CITY shall not have the right to control the means by which CONSULTANT accomplishes the Consultant's Services rendered pursuant to this Agreement.
- C. CONSULTANT represents and warrants to CITY that CONSULTANT has all licenses, permits, qualifications and approvals of whatever nature which are legally required for CONSULTANT to practice CONSULTANT'S profession.

CONSULTANT represents and warrants to CITY that CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONSULTANT to practice his or her profession.

- D. Except as CITY may specify in writing, CONSULTANT shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONSULTANT shall have no authority, express or implied, pursuant to this Agreement, to bind CITY to any obligation whatsoever.
- E. CONSULTANT shall assign only competent personnel to perform Consultant's Services. In the event that CITY, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONSULTANT to perform Consultant's Services, CONSULTANT shall remove any such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person or persons.
- F. CONSULTANT shall perform Consultant's Services in the manner and according to the standards observed by a competent practitioner of the profession in which CONSULTANT is engaged in the geographical area in which CONSULTANT practices his or her profession. All products of whatsoever nature which CONSULTANT delivers to CITY pursuant to this Agreement shall be prepared in a substantial, first-class, and workmanlike manner, and conform to the standards of quality normally observed by a person practicing in CONSULTANT's profession. CITY shall be the sole judge as to whether the product of the CONSULTANT is satisfactory.
- G. CONSULTANT is not a "public official" for purposes of Government Code §§ 87200 et seq. CONSULTANT conducts research and arrives at conclusions with respect to his or her rendition of information, advice, recommendation or counsel independent of the control and direction of the CITY or any CITY official, other than normal contract monitoring. In addition, CONSULTANT possesses no authority with respect to any CITY decision beyond the rendition of information, advice, recommendation or counsel.

- H. The parties hereto agree to immediately and diligently proceed with their respective duties as set forth herein to the end that the PROJECT will be completed satisfactorily within the shortest reasonable time.
- I. The CONSULTANT is not responsible for delay, nor shall CONSULTANT be responsible for damages or be in default or deemed to be in default by reason of strikes, lockouts, accidents, or acts of God; or the failure of CITY to furnish timely information or to approve or disapprove CONSULTANT's Services promptly; or delay or faulty performance by CITY, other contractors, or governmental agencies; or any other delays beyond CONSULTANT's reasonable control.

IV. COMPENSATION OF CONSULTANT

- A. Basis of Compensation. For and in consideration of Consultant's Services, CITY agrees to pay CONSULTANT, and CONSULTANT agrees to accept from CITY as full compensation for said services the following maximum, not to exceed, amount(s):
 1. For those services described in Section I. compensation shall be on a time and material basis with a maximum fee not to exceed THIRTY NINE THOUSAND NINE HUNDRED FIFTY DOLLARS (\$39,950).
- B. Extra Work and Change Order Fee. Extra Work performed by the CONSULTANT for any work required by the CITY which is not specified as part of Consultant's Services in Section I, including but not limited to, any changes to CONSULTANT's Services including but not limited to contract change orders after the award of the construction contract by the City Council, or testimony in Court, shall be compensated by the use of the time and material fee rates of the attached Exhibit "B." No extra work will be compensated for unless required by CITY in writing.
- C. Schedule of Payments.
 1. CONSULTANT shall submit, and CITY shall pay, monthly invoices for work performed during the previous month. For the time and material services billing shall be based on the hourly and fee rate charges set forth

in Exhibit "B" attached hereto, and on the number of hours expended on the PROJECT by each classification of employee.

2. In the event PROJECT is terminated, CITY shall pay to CONSULTANT full compensation for work performed up until the date of CONSULTANT's receipt of written notification to cease work on the PROJECT.
3. CONSULTANT shall notify the CITY in writing when the CONSULTANT's invoices total billing is within 25% of the contract compensation as indicated in Section IV.A.

V. TIME OF COMPLETION

Consultant's Services shall be completed by December 31, 2018 or until the scope of work is complete.

VI. PROJECT MANAGER

CONSULTANT designates John C. Scroggs as Project Manager, to remain such unless or until CONSULTANT requests to change said designation and said request is approved by CITY. Major duties shall include:

- A. Personally direct all work essential to the PROJECT.
- B. Sign all letters and instruments as requested by, and on behalf of, CITY.
- C. Attend public meetings related to the PROJECT.

VII. CANCELLATION OF AGREEMENT

This Agreement may be canceled at any time by CITY for its convenience upon written notification to CONSULTANT. CONSULTANT shall be entitled to receive full compensation payment for all services performed and all costs incurred to the date of receipt of written notice to cease work on the PROJECT. Said compensation will be determined in accordance with Section IV. CONSULTANT shall be entitled to no further compensation for work performed after the date of receipt of written notice to cease work on the PROJECT.

VIII. INDEMNIFY AND HOLD HARMLESS

A. Indemnity for Design Professional Services. In connection with its design professional services hereunder, Consultant shall hold harmless and indemnify City, and its elected officials, officers, employees, servants, designated volunteers, and those City agents serving as independent contractors in the role of City officials (collectively, "Indemnitees"), with respect to any and all claims, demands, damages, liabilities, losses, costs or expenses, including reimbursement of attorneys' fees and costs of defense (collectively, "Claims" hereinafter), including but not limited to Claims relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate to in whole or in part to the negligence, recklessness, or willful misconduct of Consultant or any of its officers, employees, subcontractors, or agents in the performance of its design professional services under this Agreement.

B. Other Indemnities. In connection with any and all claims, demands, damages, liabilities, losses, costs or expenses, including attorneys' fees and costs of defense (collectively, "Damages" hereinafter) not covered by Section VIII. A, Consultant shall defend, hold harmless and indemnify the Indemnitees with respect to any and all Damages, including but not limited to, Damages relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate to the acts or omissions of Consultant or any of its officers, employees, subcontractors, or agents in the performance of this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the City, as determined by final arbitration or court decision or by the agreement of the parties. Consultant shall defend Indemnitees in any action or actions filed in connection with any such Damages with counsel of City's choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant's duty to defend pursuant to this Section VIII. B shall apply independent of any prior, concurrent or subsequent misconduct, negligent acts, errors or omissions of Indemnitees.

C. Survival of Indemnification Obligations. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve CONSULTANT from liability under this indemnification and hold harmless clause. The Indemnities in this Section VIII shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

IX. INSURANCE

During the term of this Agreement CONSULTANT shall obtain and maintain in full force and effect at his/her own cost and expense the following insurance coverage:

A. Worker's Compensation Insurance. Worker's Compensation Insurance, as required by the State of California, shall be provided that is necessary in connection with the performance of this Agreement. Such insurance shall relieve CITY from all responsibility for such benefits. Said policy shall also include employer's liability coverage no less than one million dollars (\$1,000,000.00) per accident for bodily injury and disease.

B. General Liability Insurance. CONSULTANT shall obtain at its sole cost and keep in full force and effect during the term of this agreement commercial general liability insurance in the amount of one million dollars (\$1,000,000.00) per occurrence for bodily injury, personal injury, and property damage. Said insurance shall provide (1) that the CITY, its officers, agents, employees, and volunteers shall be named as additional insureds under the policy, and (2) that the policy shall operate as primary insurance, and that (3) no other insurance effected by the CITY or other named insureds will be called upon to cover a loss covered thereunder.

C. Automobile Liability Insurance.

CONSULTANT shall obtain at its sole cost and keep in full force and effect during the term of this agreement automobile liability insurance in the amount of one million dollars (\$1,000,000.00) per occurrence for bodily injury and property damage. Said insurance shall provide (1) that the CITY, its officers, agents, employees, and volunteers shall be named as additional insureds

under the policy, and (2) that the policy shall operate as primary insurance, and that (3) no other insurance effected by the CITY or other named insureds will be called upon to cover a loss covered thereunder.

D. Certificates of Insurance.

CONSULTANT shall file with the CITY's Director of Public Works upon the execution of this agreement, certificates of insurance which shall provide that no cancellation, major change in coverage, expiration, or renewal will be made during the term of this Agreement, without thirty (30) days written notice to the Director of Public Works prior to the effective date of such cancellation, or change in coverage.

E. Professional Liability Insurance. During the term of this Agreement, CONSULTANT shall maintain a professional liability insurance policy covering any loss arising out of errors, omissions, or negligent actions of CONSULTANT in the amount of not less than one million dollars (\$1,000,000.00).

X. OWNERSHIP OF DOCUMENTS

All documents prepared by CONSULTANT in the performance of his or her duties under this Agreement, including but not limited to, the plans, reproducible Mylar plans, specifications, studies, reports, and contract documents shall be the property of the City of Fairfield. If this Agreement is canceled in accordance with Section VII above, all completed and partially completed documents prepared by CONSULTANT shall be delivered to the CITY in both printed and electronic format within two weeks of notice of cancellation. CONSULTANT shall not obtain or attempt to obtain copyright protection as to any documents prepared hereunder.

XI. SCOPE OF AGREEMENT

This writing constitutes the entire agreement between the parties relative to CONSULTING services on the PROJECT and no modification hereof shall be effective unless or until such modification is evidenced by a writing signed by both parties to this Agreement.

XII. PROHIBITED INTERESTS

No employee of the City of Fairfield shall have any direct financial interest in this Agreement. This Agreement shall be voidable at the option of the CITY if this provision is violated.

XIII. LOCAL EMPLOYMENT POLICY

- A. The City of Fairfield desires wherever possible to hire qualified local residents to work on City projects. Local resident is defined as a person who resides in Solano County.
- B. The City encourages an active affirmative action program on the part of its contractors, consultants, and developers.
- C. When local projects require, subcontractors, contractors, consultants, and developers will solicit proposals from qualified local firms where possible.
- D. As a way of responding to the provisions of the Davis-Bacon Act and this program, contractors, consultants, and developers will be asked to provide no more frequently than monthly, a report which lists the employee's name, job class, hours worked, salary paid, City of residence, and ethnic origin.

XIV. EMPLOYMENT DEVELOPMENT DEPT. REPORTING REQUIREMENTS.

When CITY executes an agreement for or makes payment to CONSULTANT in the amount of \$600 (six hundred dollars) or more in any one calendar year, CONSULTANT shall provide the following information to CITY to comply with Employment Development Department (EDD) reporting requirements:

- A. Whether CONSULTANT is doing business as a sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, non-profit corporation or other form of organization.
- B. If CONSULTANT is doing business as a sole proprietorship, CONSULTANT shall provide the full name, address and social security number or federal tax identification number of the sole proprietor.

C. If CONSULTANT is doing business as other than a sole proprietorship, CONSULTANT shall provide CONSULTANT's federal tax identification number.

XV. MISCELLANEOUS PROVISIONS

A. Legal Action.

1. Should either party to this Agreement bring legal action against the other, the validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to this Agreement shall be in the Solano County Superior Court.
2. If any legal action or other proceeding, including action for declaratory relief, is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, experts' fees, and other costs, in addition to any other relief to which the party may be entitled.
3. Should any legal action about a project between CITY and a party other than CONSULTANT require the testimony of CONSULTANT when there is no allegation that CONSULTANT was negligent, CITY shall compensate CONSULTANT for its testimony and preparation to testify at hourly rates that are agreed-upon in advance in writing by both parties.

B. Entire Agreement; Modification. This Agreement, including any other documents incorporated herein by specific reference, represents the entire and integrated agreement between CITY and CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified or amended, or provisions or breach may be waived, only by subsequent written agreement signed by both parties.

C. Non-Waiver of Terms, Rights and Remedies. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by the CITY of any payment to CONSULTANT

constitute or be construed as a waiver by the CITY of any breach of covenant, or any default which may then exist on the part of CONSULTANT, and the making of any such payment by the CITY shall in no way impair or prejudice any right or remedy available to the CITY with regard to such breach or default.

- D. Time. Time is of the essence in the performance of this Agreement.
- E. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
- F. Notices

Except as otherwise required by law, any notice, request, direction, demand, consent, waiver, approval or other communication required or permitted to be given hereunder shall not be effective unless it is given in writing and shall be delivered (a) in person or (b) by certified mail, postage prepaid, and addressed to the parties at the addresses stated below, or at such other address as either party may hereafter notify the other in writing as aforementioned:

To CITY: ATTN: Julie Lucido
 City of Fairfield
 Public Works Department
 1000 Webster Street
 Fairfield, CA 94533

To CONSULTANT: ATTN: John C. Scroggs
 KASL Consulting Engineers
 7777 Greenback Lane, Suite 104
 Citrus Heights, CA. 95610

A party may change its address by giving written notice to the other party. Thereafter, any notice or other communication shall be addressed and transmitted to the new address. If sent by mail, any notice, tender, demand, delivery or other communication shall be deemed effective three (3) business days after it has been deposited in the United States mail. For purposes of communicating these time frames, weekends and CITY holidays shall be

excluded. No communication via facsimile or electronic mail shall be effective to give any such notice or other communication hereunder.

F. Counterparts. This Agreement may be executed in counterparts, each of which shall be considered an original.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of November 16, 2017.

CITY OF FAIRFIELD,
a municipal corporation (CITY)

By: 

David A. White
City Manager

DAW

CONSULTANT:

KASL CONSULTING ENGINEERS, INC.

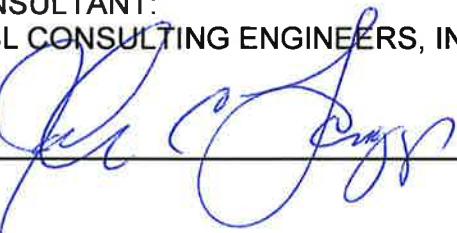
By: 

EXHIBIT "A"
Scope of Work



PROPOSAL
RAIL PERMITTING SERVICES
EAST TABOR AVENUE SIDEWALK GAP CLOSURE PROJECT

Prepare General Order 88-B (GO 88-B), Request to Modify Existing Rail Crossing

- Contact Kevin Yoder, UPRR District Engineer, Daniella Fristoe, Fairfield Area CPUC Representative and the City of Fairfield to coordinate GO 88-B Application Process.
- Conduct Onsite Diagnostic Meeting (Note: an onsite meeting was held on August 1, 2016 with Kevin Yoder, Daniella Fristoe, Peter Wright and Ryan Panganiban to review the proposed East Tabor Crossing. We will determine with Ms. Fristoe if this previous onsite meeting was sufficient to satisfy CPUC Diagnostic Meeting requirements).
- Prepare and submit GO 88-B Authorization Request Form (see attached). KASL has previously prepared Vicinity Map and a profile of proposed pedestrian and bicycle trail crossings (Sheet 4 of 18 of Preliminary Plans). We will prepare an exhibit which shows the existing grade lines of the tracks. Please note that the GO 88-B Form should be signed by the City or by UPRR
- With concurrence by UPRR and the City of Fairfield, the completed GO 88-B. The GO 88-B Attachments and Evidence Of Concurrence will be sent to the CPUD Branch Manager, Michael Roberston, to Daniella Fristoe, to the CPUC Supervisor, Rail Crossings and Engineering Branch, Antranig Garabedian, and to Felix Ko, CPUC Northern California Senior Engineer.

Coordinate Design of East Tabor Crossing with Kevin Yoder, UPRR

- Preliminary Improvement Plans for the East Tabor Sidewalk Gap Closure Project, as prepared by KASL and approved by the City of Fairfield, will be sent to Kevin Yoder along with the November 8, 2016 Agreement for Preliminary Engineering Services prepared for UPRR by the City of Fairfield.
- Ongoing coordination will be conducted with UPRR to obtain the UPRR prepared design of the proposed crossing.
- We will obtain from UPRR a construction estimate for the East Tabor Gap Closure Crossing of UPRR facilities.

Prepare and Submit CPUC Application

Based on our experience with other railroad crossing improvements, the CPUC Application will include the following:

- Draft CPUC Application for pedestrian and bicycle crossing of the UPRR rail facilities



- Location Map
- Improvement Plans
- Legal description of the proposed pedestrian and bicycle crossing
- Environmental Document, certified as complete by the City of Fairfield, as Lead Agency
- Scoping Memo Information Required for CPUC Applications
- Verification Attachment, signed by City of Fairfield
- Certificate of Service verifying distribution of the CPUC Application to City of Fairfield, UPRR and CPUC Representatives

The CPUC Application must show that the proposed rail crossing conforms to CPUC General Orders, CPUC Rules of Practice and Procedures, applicable Public Utilities Codes and the California MUTCD.

The draft CPUC Application will first be submitted to Daniella Fristoe. With satisfactory completion of responses to Ms. Fristoe's review comments, a Final Application will be submitted. Please note that the City of Fairfield (typically City Manager) must sign the CPUC Application. After the Final CPUC Application is distributed, we will be available to attend the CPUC Commission hearing. Securing a CPUC hearing date may require 6 months.

DETAILED ENVIRONMENTAL SCOPE OF WORK

In order to comply with Caltrans Local Assistance Programs Manual (LAPM) and the agency's Standard Environmental Review (SER) requirements, as delegated by the FHWA and the City's CEQA obligations, the following tasks have been identified. Planning Partners has completed a draft Preliminary Environmental Study (PES) form for the project. We would complete the following environmental technical studies that we believe to be necessary to meet Caltrans study and reporting requirements. All studies would be conducted to meet the assessment, consultation, and documentation requirements of the LAPM and the SER. Pending Caltrans review of the draft PES, the number and type of required studies could be modified from that presented in this proposal.

NEPA COMPLIANCE - PRELIMINARY ENVIRONMENTAL STUDY

PES Submission/Field Review/Revision

The consultant team will assist the City to sign and transmit the form to Caltrans for review. Once Caltrans has reviewed the draft PES, we would request a field review meeting with Caltrans and City staff to review the proposed project area and the findings of the draft PES. In reviewing the draft PES, Caltrans would determine the applicability of Section 106 of the National Historic Preservation Act. For purposes of this proposal, we assume that Caltrans would determine that the proposed project would be a "screened undertaking," and that no further Section 106 compliance would be necessary. If Section 106 is deemed applicable, the consultant team could complete the following tasks under a separate scope. The team would map an Area of Potential Effect (APE) for Caltrans review.

The consultant team would revise the PES in response to Caltrans comments, and assist the City in submitting a Final PES to Caltrans for signature.

PES Deliverables

- One electronic and five (5) hardcopies of the City-signed draft PES for Caltrans review.
- One electronic and five (5) hardcopies of the final PES for the City and Caltrans.

NEPA COMPLIANCE - ENVIRONMENTAL TECHNICAL STUDIES

The environmental team would complete technical studies to meet Caltrans requirements and the City's CEQA responsibilities. Although the PES form as reviewed and accepted by Caltrans would identify specifically what studies would be needed for the project, we have made a preliminary determination of common studies that would be necessary, and that could be completed for submission with the draft PES. After Caltrans has completed its review of the PES for the project, the approach to each of the proposed studies may need to be modified, or fewer or additional technical studies may be necessary. Modification or addition of technical studies may require modification of the budget or schedule for completion of technical studies. Depending upon the preferred project delivery schedule of the City, technical studies may be initiated in support of the PES, or after the PES has been accepted by Caltrans. Waiting to begin technical studies until Caltrans has signed the PES may permit the City to avoid specific studies that have been deemed to be unnecessary by Caltrans, but waiting may also delay the completion of individual studies and the overall processing of the NEPA document.

Air Quality Conformity

In support of the City's request to the Metropolitan Transportation Commission (MTC) to include the proposed project on the Transportation Improvement Plan (TIP), the consultant team will provide a brief memorandum setting forth air quality conformity requirements and exemption criteria for transportation projects. The memo will briefly describe the proposed project and the appropriate exemption category under 40 CFR 93.126.

Air Quality Deliverables

- One administrative draft electronic copy of the Conformity Exemption Memo for review by the City.
- One electronic and five (5) hardcopies of the Conformity Exemption Memo for submission to the MTC.

Biological Resources

Literature Review. The consultant team will conduct a literature review that will include analysis of topographic maps, soil survey maps, aerial photographs, and National Wetland Inventory (NWI) maps of the area surrounding the proposed sidewalk gap project to identify areas of potential concern. The team will conduct a query of the California Natural Diversity Database (CNDDB) and Biogeographic Information and Observation System (BIOS), and request a species list from the U.S. Fish and Wildlife Service to determine special-status plant and animal species that could occur in the vicinity of the project site. In addition, the consultant team will review project plans and documents to understand project objectives.

Biological Field Surveys. Based on information obtained during the Literature Review, the consultant team will conduct reconnaissance-level field surveys of the proposed sidewalk segment between the currently existing ends of the sidewalk on either side of the railroad tracks to evaluate biological resources. Surveys will determine the probability of occurrence of special-status species on the site based on vegetative cover types as well as habitat requirements and historic range of the species. Field surveys will include cover type mapping, general plant and wildlife lists, and surveys for sensitive and regulated habitats, such as waters and wetlands protected under Section 404 of the Clean Water Act and/or Section 1600 of the California Fish and Game Code. The reconnaissance surveys will be used to identify potentially sensitive habitats and areas of potential impact from proposed project activities. Protocol-level surveys will not be conducted as part of the reconnaissance surveys. These surveys if determined to be necessary, can be performed under a separate scope of work.

Minimal Impact Natural Environment Study. Upon completion of the field surveys, the consultant team will prepare a Minimal Impact Natural Environment Study (NESMI) document analyzing the potential biological impacts resulting from the sidewalk gap project. The NESMI will include a brief environmental setting that details the existing biological resources on the project site. The report will provide an analysis of project impacts, potential measures to reduce impacts associated with project activities, and an analysis of regulatory requirements for the project. This report will be prepared in accordance with Caltrans guidance and report format using the November 2014 Caltrans NESMI template.

Preliminary Wetland Delineation. The consultant team will conduct a preliminary jurisdictional delineation of Waters of the United States (WoUS) and Wetlands on the project site. The purpose of the delineation is to identify those areas within the project site that may fall within the regulatory jurisdiction of the Corps under Section 404 of the federal Clean Water Act (33 USC 1344) and/or Section 10 of the Rivers and Harbors Act of 1899 (33 USC 403). Areas that are determined to be WoUS would require a permit from the Corps for the placement of fill material.

Padre staff will conduct the delineation in accordance with the *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region*, the *1987 Corp of Engineers Wetland Delineation Manual*, and in conformance with South Pacific Division delineation requirements. The delineation will examine the site for the presence of hydrophytic vegetation, wetland hydrology, and hydric soils. Potential wetland areas will be staked, measured, and mapped. A global positioning system will be used to delineate the boundaries of the potential jurisdictional areas. Potentially jurisdictional areas will be analyzed for consistency with the EPA and Corps regulatory guidance. A preliminary delineation report, including wetland delineation forms and maps, that meet the Corps' minimum standards for wetland delineations will be prepared under this task and submitted to the Sacramento District of the Corps with a request for verification. The consultant team will accompany Corps staff to the site for field verification, refine the delineation (if necessary) based on Corps findings, and prepare the final map.

Biological Resources Deliverables

- One administrative draft electronic copy of the NESMI for review by the City.
- One electronic and five (5) hardcopies of the draft NESMI for Caltrans review.
- One electronic and five (5) hardcopies of the final NESMI for the City and Caltrans.
- One administrative draft electronic copy of the Preliminary Delineation Report for review by the City.
- One electronic and five (5) hardcopies of the Preliminary Delineation Report for Corps review.
- One electronic and five (5) hardcopies of the Final Delineation Report for the City and Caltrans.

Hydrology and Water Quality – Construction Stormwater Management

The Project Site is approximately 600-feet in length and 24-feet in width, which calculates to an area of less than one-acre. Therefore, per Construction General Permit, Order No. 2009-0014-DWQ, a National Pollutant Discharge Elimination System permit is not necessary for this project.

Hydrology and Water Quality – Hydraulic Evaluation

The Project Site is approximately 600-feet in length and 24-feet in width, which calculates to an area of less than one-acre. Therefore, per Construction General Permit, Order No. 2009-0014-DWQ, a National Pollutant Discharge Elimination System (NPDES) permit is not necessary for this project.

Noise – Construction Noise Evaluation

Based on the conclusions of the Draft PES, the consultant team understands that this project is not a Type 1 project. The project will require a Caltrans Technical Memorandum that discusses the effects of construction noise.

Noise Criteria. The consultant team will identify the noise level standards contained within the City of Fairfield General Plan Noise Element, applicable Caltrans Protocol, and any other germane city, state, or federal noise standards applicable to project construction activities. □

Site Inspection. The consultant team will conduct a site inspection and ambient noise survey to identify sensitive receptors located within the project study limits, and to generally quantify ambient noise conditions in the immediate project vicinity. □

Impacts. Using Caltrans Construction Noise Evaluation program, the consultant team will prepare an assessment of potential noise impacts associated with project construction. The evaluation will include consideration of the dates, times, and equipment to be used in the construction project. □

Noise Mitigation Measures. Specific recommendations for noise control at impacted receiver locations in the project vicinity will be provided as required by the Caltrans Protocol. □

Preparation of a Construction Noise Memorandum. The consultant team will provide a written construction noise technical memorandum for this project which includes the data, analysis, and results of the study. This memorandum will cover construction noise only and does not include preparation of the project Noise Study Report (NSR) or Noise Abatement Decision Report (NADR). □

Noise – Construction Noise Evaluation Deliverables

- One administrative draft electronic copy of the Construction Noise Technical Memorandum for review by the City.
- One electronic and five (5) hardcopies of the draft Construction Noise Technical Memorandum for Caltrans review.
- One electronic and five (5) hardcopies of the final Construction Noise Technical Memorandum for the City and Caltrans.

Transportation/Traffic – Construction Traffic Control Evaluation

Based on the conclusions of the Draft PES, the consultant team understands that this project is not a Type 1 project. The project will require a Caltrans Technical Memorandum that discusses the effects of construction noise.

CEQA COMPLIANCE – NOTICE OF EXEMPTION

The consultant team will complete a draft Notice of Exemption for review by the City. We would make any changes necessary and prepare a final Notice of Exemption for use by the City at its project approval hearing. There is no need to publicly circulate the Notice prior to the approval hearing.

Once the City has approved the project (for public works projects, usually after a commitment of public funds for the construction contract), we would assist the City in filing the Notice with the Solano County Clerk. This filing would begin a 35-day statute of limitations period for the filing a legal challenge to the City's finding that the project is exempt from CEQA. If no Notice is filed with the County Clerk, a 180-day statute of limitations applies.

Notice of Exemption Deliverables

- One administrative draft electronic copy of the Notice of Exemption for review by the City.
- One electronic and five (5) hardcopies of the final Notice of Exemption for the City's use in its approval process.

ASSUMPTIONS

- Comments on administrative draft and draft documents would be provided in a single, consolidated set and shall be non-contradictory.
- The City would be responsible for all required application and mitigation fees.
- The consultant team will have permission to access the site for biological and other field surveys.
- AutoCAD and/or ArcMap shapefiles will be provided electronically to the consultant team for use in preparing biological survey maps and in determining the extent of project impacts to mapped biological resources.

EXHIBIT "B"

Fee Schedule

EXHIBIT 10-H SAMPLE COST PROPOSAL (EXAMPLE #1) Page 1 of 2

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Consultant _____ Contract No. _____ Date _____

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
(Project Manager)	John Scroggs	41	\$ 57.69	\$ 2,365.29
(Sr.Civil Engineer)	Octavio Perez	33	\$ 48.50	\$ 1,600.50
Survey Manager	Kevin Romero	6	\$ 36.00	\$ 216.00
CAD Drafter	Nathaniel Lee	15	\$ 35.00	\$ 525.00
Admin. Assist.	Joan Kirby	13	\$ 33.00	\$ 429.00

LABOR COSTS

a) Subtotal Direct Labor Costs	\$ 5,135.79
b) Anticipated Salary Increases (see page 2 for sample)	\$ 0.00

c) TOTAL DIRECT LABOR COSTS [(a) + (b)] \$ 5,135.79

FRINGE BENEFITS

d) Fringe Benefits (Rate: 33.50%)	e) TOTAL FRINGE BENEFITS [(c) x (d)] \$ 1,720.49
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INDIRECT COSTS

f) Overhead (Rate: 32.70%)	g) Overhead [(c) x (f)] \$ 1,679.40
h) General and Administrative (Rate: 63.90%)	i) Gen & Admin [(c) x (h)] \$ 3,281.77
j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] \$ 6,681.66	

FEE (Profit)

q) (Rate: 10.00%)	k) TOTAL FIXED PROFIT [(c) + (j)] x (q)] \$ 1,181.75
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OTHER DIRECT COSTS (ODC)

Description	Unit(s)	Unit Cost	Total
l) Travel/Mileage Costs (supported by consultant actual costs)	342	\$ 0.54	\$ 184.68
m) Equipment Rental and Supplies (itemize)	_____	\$ _____	\$ 0.00
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each), etc.	_____	\$ _____	\$ 0.00
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)	1	\$ 26,750	\$ 26,750.00

p) TOTAL OTHER DIRECT COSTS [(l) + (m) + (n) + (o)] \$ 26,934.68

TOTAL COST [(c) + (j) + (k) + (p)] \$ 39,933.88

NOTES:

- Employees subject to prevailing wage requirements to be marked with an *.
- ODC items should be based on actual costs and supported by historical data and other documentation.
- ODC items that would be considered "tools of the trade" are not reimbursable.
- ODC items should be consistently billed directly to all clients, not just when client will pay for them as a direct cost.
- ODC items when incurred for the same purpose, in like circumstances, should not be included in any indirect cost pool or in overhead rate.

East Tabor Gap Phase 2 Summary Cost Estimate - Revision 10/16/17

Task	Cost	Hours
Field Meeting	\$2,240	16
Revise PES Form	\$4,260	36
Air Quality Conformity Exemption	\$1,740	12
Biological Resources		
<i>Literature Review</i>	\$920	10
<i>Field Surveys</i>	\$1,260	12
<i>NESMI</i>	\$3,880	36
<i>Preliminary Wetland Delineation</i>	\$6,070	56
Noise - Construction	\$4,370	26
Notice of Exemption	\$945	9
Direct Costs	\$1,065	n/a
Total	\$26,750	

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KASL Consulting Engineers

Account: 32598

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RISKworks Account Compliance Status: Compliant

Number of Active Evaluation(s): 2
Total Number of Evaluations: 3
Compliant Evaluations: 2
Non Compliant Evaluations: 0
TBD Evaluations: 0
Items Requiring Attention: 0

Organizational Unit

- City of Fairfield, CA
 - Public Works

Action ItemsThere are no pending tasks. Click [here](#) to add one.**Evaluations**

<input type="checkbox"/> Evaluation ID	Agreement Number	Agreement End Date	Compliance Status	Started	Type	Effective Date	Expiration Date	Stage
<input type="checkbox"/> 18267	n/a		Compliant	9/21/2017	Consultant Services	7/1/2017	11/21/2017	
<input type="checkbox"/> 18266	2016-142		Compliant	9/20/2017	Consultant Services	7/1/2017	11/21/2017	

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